

7130 INSTRUMENT EVIDENCING TITLE, LEASE AGREEMENT
AND ASSIGNMENT
RECORDATION NO. Filed & Recorded

AUG 7 1973 -9 55 AM

INTERSTATE COMMERCE COMMISSION Undersigned:

JEAN PELABON, Director-General (Chief Executive Officer) of ANF-FRANGECO, S.A., (the "Company"), a corporation duly organized under the laws of the Republic of France, the registered office of which is at Crespin, Blanc-Misseron (Nord), and the executive office of which is at Tour Aurore, Paris-Defense, Courbevoie (92), Hauts de Seine, France, hereby certifies the contents of Paragraphs 1. through 4. below:

The undersigned: James M. Cowell, Jr.

, a Vice President of NATIONAL RAILROAD PASSENGER CORPORATION (hereinafter "AMTRAK"), a corporation duly organized under the Rail Passenger Service Act of 1970 and the laws of the District of Columbia, having offices at 955 L'Enfant Plaza North, S.W., Washington, D.C., hereby certifies the contents of Paragraphs 3. and 4. below:

The undersigned:

ARMOUR E. MARTIN, President of INTERNATIONAL TURBOCAR INDUSTRIES CORPORATION (hereinafter "ITI"), a corporation duly organized under the laws of the State of Delaware, having offices at 100 West Tenth Street, Wilmington, Delaware, hereby certifies the contents of Paragraph 4. below:

1. That said Company is the absolute owner of two (2) gas turbine powered passenger trains (hereinafter "Trains"), Serial Nos. 9 and 10, each containing five (5) cars having numbers, as follows:

<u>TRAIN NO.</u>	<u>CAR DESCRIPTION</u>	<u>ANF-FRANGECO, S.A. CAR NUMBER</u>	<u>AMTRAK ROAD NUMBER</u>
9	Power Car	2017	(A1) 60
	Trailer Car	22009	(A2) 90
	Trailer Car	52009	(A3) 91
	Trailer Car	32009	(A4) 92
	Power Car	2018	(A5) 61

<u>TRAIN NO.</u>	<u>CAR DESCRIPTION</u>	<u>ANF-FRANGECO, S.A. CAR NUMBER</u>	<u>AMTRAK ROAD NUMBER</u>
10	Power Car	2019	(B1) 62
	Trailer Car	22010	(B2) 93
	Trailer Car	52010	(B3) 94
	Trailer Car	32010	(B4) 95
	Power Car	2020	(B5) 63

2. That the Company has good title to each of said Trains and each item of said Trains was free of all mortgages, liens, other encumbrances, security interests, contractual rights and all other rights of third parties.

3. That by Agreement dated as of February 28, 1973, (hereinafter the "Agreement"), between the Company and AMTRAK, the Company agreed, as is more fully specified in said Agreement to lease the Trains to AMTRAK, effective upon acceptance by AMTRAK in the United States for a term not exceeding eighteen (18) months from the date of said acceptance; unless (1) the lease has been sooner terminated by AMTRAK either for failure of the Trains to meet reasonable reliability standards, or by a determination of an appropriate United States or State safety regulatory agency having jurisdiction over the Trains which determines that the Trains are unsafe for the carriage of passengers in its jurisdiction; or (2) title to any of the Trains is transferred from the Company to AMTRAK as a result of AMTRAK's purchase. During the term of said lease, AMTRAK shall (a) have the right to operate the Trains or cause them to be operated under its responsibility in its passenger service and the Company shall have no responsibility for this operation in the United States; and (b) maintain each of said Trains at its expense and on its responsibility.

4. The Company has sold and assigned to ITI, the capital asset of the leasehold under said Agreement by Sale and Assignment of Leasehold and Assumption of Obligations Related Thereto, dated June 8, 1973, executed at Paris, France by the Company and ITI, a

duplicate original of which is attached hereto.

Dated: *6 August*, 1973

A.N.F.-FRANGECO

Capital Social: F. 44.716.500

Tour AURORE

PARIS-DÉFENSE

92 - COURBEVOIE

ANF-FRANGECO, S.A.

BY: 

Jean Pelabon, Director-General

NATIONAL RAILROAD PASSENGER CORPORATION

BY: 

Vice President

INTERNATIONAL TURBOCAR INDUSTRIES
CORPORATION

BY: 

Armour E. Martin, President



EMBASSY OF THE UNITED STATES OF AMERICA)
REPUBLIC OF FRANCE } ss.
CITY OF PARIS }

On this 1 day of August, 1973, before me personally appeared JEAN PELABON to me personally known, who by me duly sworn says that he is the Director General (Chief Executive Officer) of ANF-FRANGECO, S.A., duly incorporated under the laws of the Republic of France, that the seal affixed to the foregoing instrument is the appropriate seal of said corporation that said instrument was signed and sealed on behalf of said Corporation by authority of its Conseil d'Administration, (equivalent of Board of Directors), and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Carol B. Reavis
Carol B. REAVIS

Vice-Consul

Vice Consul of the United States
of America

CERTIFICATE

The undersigned, MARCEL DELPORT, Secretary General (Secretary) of ANF-FRANGECO, S.A., certifies as follows:

JEAN PELABON is the Director-General (Chief Executive Officer) of ANF-FRANGECO, S.A. and that at the time of execution of the foregoing instrument Evidencing Title, Lease Agreement and Assignment, had been such Director General and was duly empowered by the Corporation to execute and deliver said certification.

Dated: August 1, 1973

Marcel Delport

Secretary General

EMBASSY OF THE UNITED STATES OF AMERICA)
REPUBLIC OF FRANCE } ss.
CITY OF PARIS }

On this 1 day of August, 1973, before me personally appeared MARCEL DELPORT to me personally known, who by me duly sworn says that he is the Secretary General (Secretary) of ANF-FRANGECO, S.A., duly incorporated under the laws of the Republic of France, that the seal affixed to the foregoing instrument is the appropriate seal of said corporation that said instrument was signed and sealed on behalf of said corporation by authority of its Conseil d'Administration, (equivalent of Board of Directors), and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Carol B. Reavis

Vice Consul of the United States

Carol B. REAVIS

Vice-Consul

DISTRICT OF COLUMBIA)
 : ss.
UNITED STATES OF AMERICA)

On this 6th day of Aug., 1973, before me personally appeared James M. Correll, to me personally known who being by me duly sworn, deposes and says that he is a Vice President of the NATIONAL RAILROAD PASSENGER CORPORATION, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Janet E. Riccio
Notary Public
My Commission Expires June 30, 1977

CERTIFICATE

The undersigned, WALTON SMITH, Assistant Secretary of the NATIONAL RAILROAD PASSENGER CORPORATION, certifies as follows:

James M. Correll, Jr is a Vice President of NATIONAL RAILROAD PASSENGER CORPORATION and that at the time of execution of the above Instrument Evidencing Title, Lease Agreement and Assignment, had been such Vice President and was duly empowered by the Corporation to execute and deliver said Instrument.

Dated: 6 August, 1973

Walton Smith
Assistant Secretary

DISTRICT OF COLUMBIA)
 : ss.
UNITED STATES OF AMERICA)

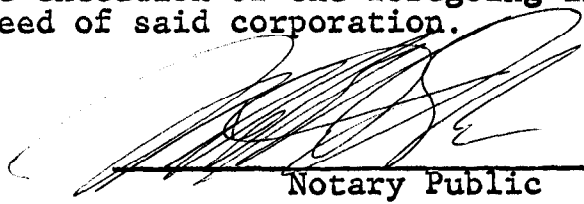
On this 6th day of Aug., 1973, before me personally appeared WALTON SMITH, to me personally known who being by me duly sworn, deposes and says that he is Assistant Secretary of the NATIONAL RAILROAD PASSENGER CORPORATION, that the seal affixed to the foregoing instrument is the corporate seal of said corporation that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Janet E. Riccio
Notary Public
My Commission Expires June 30, 1977

STATE OF NEW YORK)
COUNTY OF NEW YORK) : ss.:

On this 23rd day of July, 1973, before me personally appeared ARMOUR E. MARTIN, to me personally known who being by me duly sworn, deposes and says that he is the President of INTERNATIONAL TURBOCAR INDUSTRIES CORPORATION, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

WILLIAM EVERETT HARRIS
Notary Public, State of New York
No. 30-1449450
Certificate filed in New York State
Commission Expires March 30, 1975


Notary Public

CERTIFICATE

The undersigned, SUSAN ARONSON, Secretary of INTERNATIONAL TURBOCAR INDUSTRIES CORPORATION, certifies as follows:

ARMOUR E. MARTIN is President of INTERNATIONAL TURBOCAR INDUSTRIES CORPORATION and that at the time of execution of the above Instrument Evidencing Title, Lease Agreement and Assignment, had been such President and was duly empowered by the Corporation to execute and deliver said Instrument.

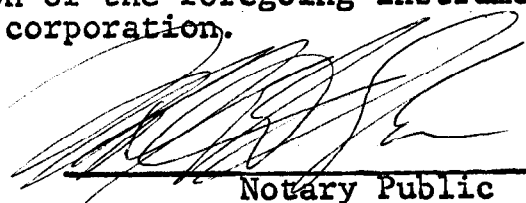
Dated: July 23, 1973


Secretary

STATE OF NEW YORK)
COUNTY OF NEW YORK) : ss.:

On this 23rd day of July, 1973, before me personally appeared SUSAN ARONSON, to me personally known who being by me duly sworn, deposes and says that she is Secretary of INTERNATIONAL TURBOCAR INDUSTRIES CORPORATION, that the seal affixed to the foregoing instrument is the corporate seal of said corporation that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

WILLIAM EVERETT HARRIS
Notary Public, State of New York
No. 30-1449450
Certificate filed in New York State
Commission Expires March 30, 1975


Notary Public

STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

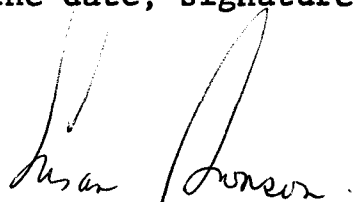
I, SUSAN ARONSON, being duly sworn, depose, say and certify:

1. I am a Notary Public of the State of New York, with offices at Suite 603, 54 Wall Street, New York, New York.

2. I have examined a duplicate original of the Sale, Assignment of Leasehold and Assumption of Obligations Related Thereto, entered into on June 8, 1973, at Paris, France by ANF-FRANGECO, S.A. and INTERNATIONAL TURBOCAR INDUSTRIES CORPORATION relative to the lease of two gas turbine powered passenger trains under a certain Agreement dated as of February 28, 1973, between the NATIONAL RAILROAD PASSENGER CORPORATION and ANF-FRANGECO, S.A.

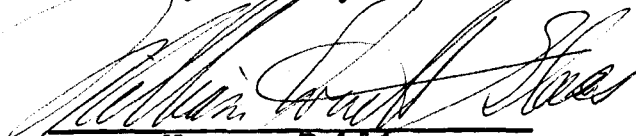
3. I have compared said duplicate original with the attached copy.

4. The attached is a true and correct copy of the duplicate original in all respects including the date, signatures and acknowledgments.



SUSAN ARONSON

Sworn to before me this
23rd day of July, 1973.



Notary Public

WILLIAM EVERETT GLASS
Notary Public, State of New York
No. 30-1449450
Certificate filed in New York State
Commission Expires March 31, 1975

SALE AND ASSIGNMENT OF LEASEHOLD
AND ASSUMPTION OF OBLIGATIONS RELATED THERETO

WHEREAS, ANF-FRANGECO, S.A. (hereinafter "ANF"), Tour Aurore, Paris-Defense, Courbevoie (92080), Hauts de Seine, France, is the owner of two gas turbine powered passenger trains (hereinafter "Trains"); and

WHEREAS, ANF has leased said Trains to the National Railroad Passenger Corporation (hereinafter "AMTRAK"), 955 L'Enfant Plaza North, S.W., Washington, D.C. pursuant to that certain agreement dated as of February 28, 1973 (hereinafter "Agreement");

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth:

1. ANF does hereby sell, assign and transfer to INTERNATIONAL TURBOCAR INDUSTRIES CORPORATION (hereinafter "ITI"), and ITI hereby purchases from ANF, all of the rights, title and interest of ANF in and to said lease to AMTRAK, and in and to the leasehold under the Agreement.

2. The consideration payable by ITI to ANF for the said sale, assignment and transfer of the said lease and leasehold by ANF to ITI is 7,328,880 French Francs. The said consideration shall be payable by ITI to ANF in monthly installments of 403,390 French Francs during the first 12 months of the term of said lease as set forth in the Agreement (hereinafter "Term"), 414,700 French Francs for each of the succeeding six months of the Term, commencing with the acceptance of the Trains in the United States by AMTRAK pursuant to the Agreement.

3. In the event that the lease of the Trains to AMTRAK shall be terminated prior to the end of the Term, the consideration payable hereunder for the sale, assignment and transfer

of said lease and leasehold shall be reduced as follows:

a. If the said termination occurs at any time during the 1st to 12th month of the Term, for any Train, said reduction of the purchase price, for each Train so terminated, shall be the sum of (i) 201,695 French Francs per month for each month of said first 12 months that said Term is reduced, (ii) plus 1,244,100 French Francs.

b. If the said termination shall occur at any time during the 13th to the 18th month of the Term, for any Train, said reduction of the purchase price, for each Train so terminated, shall be 207,350 French Francs per month for each month of the said 13th to 18th month of the Term that the said Term is reduced.

4. ANF hereby assigns and ITI hereby assumes any and all obligations of ANF with respect to the payment of expenses attributable to the lease of the Trains commencing with the acceptance of the Trains by AMTRAK pursuant to the Agreement, including but without limitation all monthly payments to ALLIED INTERNATIONAL CORPORATION (hereinafter "ALLIED") for servicing such lease pursuant to an Agency Contract between ANF and ALLIED.

5. All right, title and interest and obligations in connection with the options to purchase any trains and any purchase thereof by AMTRAK from ANF are expressly excluded from the sale and assignment herein.

IN WITNESS WHEREOF, the parties hereto have executed this Sale and Assignment of Lease by their duly authorized officers

this 8 th day of June 1973, at Paris, France.

A.N.F.-FRANGECO

Capital Social: F. 44.716.500

Tour AURORE

PARIS-DÉFENSE

92 - COURBEVOIE

ANF-FRANGECO, S.A.

By :

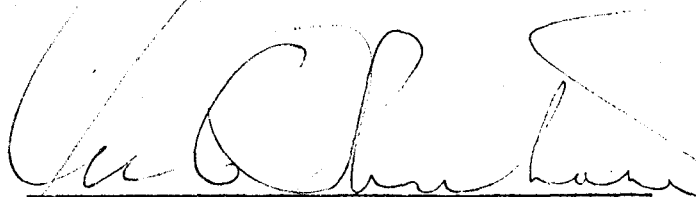
INTERNATIONAL TURBOCAR INDUSTRIES
CORPORATION

By :

Armour E. Martin

Embassy of the United States of America)
)
Republic of France) ss.
)
City of Paris)

On this 8th day of June, 1973, before me personally appeared JEAN PELABON to me personally known, who by me duly sworn says that he is the Director General (Chief Executive Officer) of ANF-FRANGECO, S.A., duly incorporated under the laws of the Republic of France, that the seal affixed to the foregoing instrument is the appropriate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Conseil d'Administration, (equivalent of Board of Directors), and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

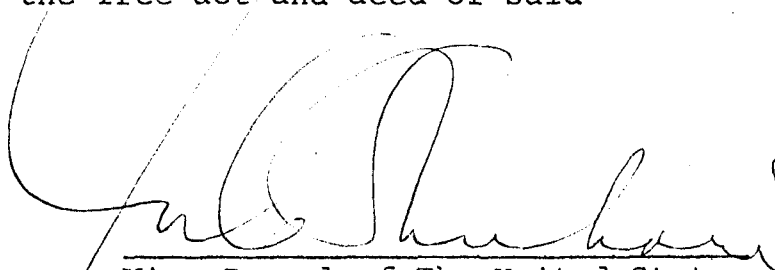


Vice Consul of The United States
of America.

M. Cordelia Sanborn
Vice Consul of the United States
of America

Embassy of the United States of America)
)
Republic of France) ss.
)
City of Paris)

On this 8th day of June, 1973, before me personally appeared ARMOUR E. MARTIN, to me personally known, who being by me duly sworn, says that he is the President of INTERNATIONAL TURBOCAR INDUSTRIES CORPORATION, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Vice Consul of The United States
of America.

M. Cordelia Sanborn
Vice Consul of the United States
of America